RECENT CASES.

ACCIDENT INSURANCE—CONSTRUCTION OF POLICY—EFFECT OF PRIOR ADJUDICATION—FIDELITY AND CASUALTY CO. v. LOWENSTEIN, 97 Fed. 17.—A provision in an insurance policy was as follows: "This insurance does not cover * * * injuries, fatal or otherwise, resulting from poison, or anything accidentally or otherwise taken, administered, absorbed or inhaled." The holder of this policy died from accidental inhaling of gas. Previous decisions had held that such a provision did not exempt the company from liability for death of person insured. *Held*, that the court would hold the same view regardless of what it might hold if the question was res integra. Sandborn J., dissenting.

The law is that where a provision in an insurance policy states that the company is relieved from liability for deaths from poison it refers only to cases where the poison is purposely taken, not to cases where it is accidentally taken. In the latter case the company is still held liable. *McGlother* v. *Provident Mutual Accid. Co.*, 60 U. S. Appl. 705. This view of the law seems to have been in the minds of the insurance company, and they had apparently made provision for it in the present case. It would seem, therefore, that the law, as we have laid it down, is not applicable. Its application is apparently confined to cases where the provision leaves it doubtful as to whether the insurance company desires to relieve itself from accidental poisoning, or from cases where poison is purposely taken. No such ambiguity occurs in the present case; but the court apparently takes no notice of this fact.

ANTI-TRUST LAW—POWER OF CONGRESS TO RESTRICT CONTRACTS IN RESTRAINT OF INTERSTATE COMMERCE—ADDYSTON PIPE AND STEEL CO. v. U. S., 20 Sup. Ct. Rep. 96.—A combination of cast-iron pipe concerns to regulate the bidding for contracts for sale in various States of the Union of pipe to be manufactured by the successful bidder is in violation of the anti-trust law. Congress has power to legislate against such contracts. See COMMENT. p. 170.

COMMON CARRIERS—BILL OF LADING—HUTKOFF v. PENNSYLVANIA R. R. CO., 61 N. Y. Sup. 254.—A provision in a bill of lading that the carrier shall not be liable for any loss or breakage does not exempt the carrier from the consequences of its own negligence.

Contrary to the general rule the New York courts allow a common carrier, by special contract, to stipulate for exemption from liability even for losses resulting from its own negligence. *Perkins* v. *Hudson River R. Co.*, 24 N. Y. 196, 82 Am. Dec. 282; *Nicholas* v. *New York Central, etc., R. R. Co.*, 89 N. Y. 370. Such contracts are not favored, however, and in order to have such an effect must be plainly and distinctly expressed, so that they cannot be misunderstood by the shipper. *Maguire* v. *Dinsmore*, 56 N. Y. 168. Every matter of doubt under such a contract will be solved in favor of the shipper, and where general words limiting the liability of the carrier may be given a reasonable meaning without making them include losses caused by the negligence of the carrier, they will not be construed as granting an exception from such liability. *Rathbone* v. *N. Y. C. R. R. Co.*, 140 N. Y. 48; *Kenney* v. *N. Y. C. R. R. Co.*, 125 N. Y. 422. In the present case the phrase "any loss or breakage" is a general one, and the court construes it according to the rule just mentioned. *Special express provision* against liability for negligence is the only means by which the carrier can avoid such liability. *Nicholas* v. *N. Y. C. R. R. Co.*, 89 N. Y. 370.

COMMON CARRIERS—CONTRACTS LIMITING LIABILITY—NEGLIGENCE—MARQUIS ET AL. v. WOOD, 61 N. Y. Sup. 251.—A contract for the transportation of